

(Section 233(1))

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

PAGE 1 of 9 pages

10330
ABSTRACT REGISTRY

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

MORELLI CHERTKOW, Barristers and Solicitors
#300, 180 Seymour Street, Kamloops, BC V2C 2E3
Phone: (250) 374-3344
File Ref. No: 18424170 SEH/cg
LTO Client No. 10337

Authorized Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST: *

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

DESCRIPTION

(page and paragraph)

SEE SCHEDULE

4. TERMS: Part 2 of this Instrument consists of (select one only)

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906) of #106-1121 McFarlane Way, Merritt, BC V1K 1B9

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

~~REGISTERED OWNER~~

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

LEIGH PEDERSEN
Barrister & Solicitor
300 - 180 Seymour St.
Kamloops, B.C. V2C 2E3

Execution			
Date	Y	M	D
	2005	10	25

Transferor(s)

NICOLA LAKESHORE ESTATES INC.

By its authorized signatory(ies)

~~FRANK RIZZARDO~~
SCOTT HUYGHEBAERT

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

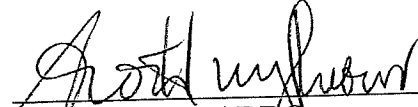
Officer Signature(s)

Execution Date		
Y	M	D
2005	10	25

Transferors
NICOLA LAKESHORE ESTATES INC.
by its authorized signatory(ies)



LEIGH PEDERSEN
Barrister & Solicitor
300 - 180 Seymour St.
Kamloops, B.C. V2C 2E3


~~FRANK RIZZARDO~~
SCOTT HUYGHEBAERT

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C.1996,c, 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E
SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION OF LAND

005-182-140 District Lot 530 KDYD Except Plans 17131, KAP73062, KAP73063, KAP78483 and KAP79399 ("DL 530")
No PID
Lots 4, 30, 31, 32, 33, 34, District Lot 530, KAP79399

3. NATURE OF INTEREST

DESCRIPTION: DOCUMENT REFERENCE:

PERSON ENTITLED TO INTEREST:

Easement over
Parts of:
DL 530

Registered owners of:

Pages 8 Paragraph 1

Lots 1 - 35, DL 530 Plan KAP 79399
and
Lots 39 - 65, Plan KAP78483

Lot 4
Plan KAP 79399 Pages 8 Paragraph 2

Lots 1 - 3, 5 - 35, DL 530 Plan KAP 79399
DL 530
Lots 39-65 Plan KAP78483

Lot 30
Plan KAP 79399 Pages 8 Paragraph 3

Lots 1 - 29, 31 - 35, 39 - 65 PLAN KAP 79399
DL 530,
Lots 39-65 Plan KAP78483

Lot 31
Plan KAP 79399 Pages 8 Paragraph 4

Lots 1 - 30, 32 - 35, 39 - 65 PLAN KAP 79399
DL 530,
Lots 39-65, Plan KAP78483

Lot 32
Plan KAP 79399 Pages 8 Paragraph 5

Lots 1 - 31, 33 - 35, 39 - 65 PLAN KAP 79399
DL 530,
Lots 39-65, Plan KAP78483

Lot 33
Plan KAP 79399 Pages 9 Paragraph 6

Lots 1 - 32, 34, 35, 39 - 65 PLAN KAP 79399
DL 530,
Lots 39-65, Plan KAP78483

Lot 34
Plan KAP 79399 Pages 9 Paragraph 7

Lots 1 - 33, 35 PLAN KAP 79399
DL 530,
Lots 39-65, Plan KAP78483

All as shown on Plan KAP 79525

6. **TRANSFeree(S):** (Including occupation(s), postal address(es) and postal code(s))

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT MADE THE 25th.DAY OF OCTOBER, 2005.

BETWEEN:

NICOLA LAKESHORE ESTATES INC. (Inc. No.BC0 470906)
Unit 105 - 1121 McFarlane Way
Merritt, BC V1K 1B9

(hereinafter called "Grantor")

OF THE FIRST PART

AND:

(hereinafter called "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of certain lands and premises situate in the Kamloops Assessment Area, in the Province of British Columbia, and more particularly known and described as:

No PID Lot 4, and Lots 30 - 34, DL 530, Plan KAP 79399
District Lot 530, Except Plan 17131, KAP73062, KAP73063, KAP78483 and KAP 79399
("DL 530")

(hereinafter called the "Servient Lands")

B. The Grantee is the registered owner of certain lands and premises situate in the Kamloops Assessment Area, in the Province of British Columbia, and more particularly known and described as:

No PID Lots 1-35, DL 530, Plan KAP 79399
District Lot 530, Except Plan 17131, KAP73062, KAP73063, KAP78483 and KAP 79399
Lots 39 - 65, DL 530, Plan KAP78483

(hereinafter called the "Dominant Lands")

C. The Grantee has agreed to grant to the Grantor an easement for the construction, maintenance, repair and replacement of roadway (the "Road) purposes of access, ingress and egress over, under and through the surface of the portion of the Servient Lands shown on easement area on Plan of Easement KAP 79525 (the "Easement Area").

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged), and the covenants and agreements herein contained, the Grantor, as the owner of District Lot 530, Except Plans 1713 KAP73062, KAP73063, KAP78483 and KAP ~~79399~~ ("DL 530"), doth hereby grant, convey and confirm unto the Grantee, as the owner of Lots 1-35 District Lot 530, Plan KAP ~~79399~~ 79399, and Lots 39-65, Plan KAP78483 its heirs and assigns an easement for the purposes of the Grantee, its employees, agents, invitees, contractors and workmen having access, ingress and egress, by foot, motor vehicle or otherwise to and from the Grantee's lands over, under and through the portion of the Easement Area located within DL 530.
2. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged), and the covenants and agreements herein contained, the Grantor, as the owner of Lot 4, DL 530, Plan KAP ~~79399~~ ("Lot 4"), doth hereby grant, convey and confirm unto the Grantee, as the owner of DL 530, Lots 1-3, 5-35, DL 530, Plan KAP ~~79399~~ 79399 and Lots 39-65, Plan KAP78483, its heirs and assigns an easement for the purposes of the Grantee, its employees, agents, invitees, contractors and workmen having access, ingress and egress, by foot, motor vehicle or otherwise to and from the Grantee's lands over, under and through the portion of the Easement Area located within Lot 4.
3. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged), and the covenants and agreements herein contained, the Grantor, as the owner of Lot 30, DL 530, Plan ~~79399~~ ("Lot 30"), doth hereby grant, convey and confirm unto the Grantee, as the owner of DL 530, Lots 1-29, 31-35, DL 530, Plan KAP ~~79399~~ 79399 and Lots 39-65, Plan KAP78483, its heirs and assigns an easement for the purposes of the Grantee, its employees, agents, invitees, contractors and workmen having access, ingress and egress, by foot, motor vehicle or otherwise to and from the Grantee's lands over, under and through the portion of the Easement Area located within Lot 30.
4. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged), and the covenants and agreements herein contained, the Grantor, as the owner of Lot 31, DL 530, Plan ~~79399~~ ("Lot 31"), doth hereby grant, convey and confirm unto the Grantee, as the owner of DL 530, Lots 1-30, 32-35, DL 530, Plan KAP ~~79399~~ 79399 and Lots 39-65, Plan KAP78483, its heirs and assigns an easement for the purposes of the Grantee, its employees, agents, invitees, contractors and workmen having access, ingress and egress, by foot, motor vehicle or otherwise to and from the Grantee's lands over, under and through the portion of the Easement Area located within Lot 31.
5. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged), and the covenants and agreements herein contained, the Grantor, as the owner of Lot 32, DL 530, Plan KAP ~~79399~~ ("Lot 32"), doth hereby grant, convey and confirm unto the Grantee, as the owner of DL 530, Lots 1-31, 33-35, DL 530, Plan KAP ~~79399~~ 79399 and Lots 39-65, Plan KAP78483, its heirs and assigns an easement for the purposes of the Grantee, its employees, agents, invitees, contractors and workmen having access, ingress and egress, by foot, motor vehicle or otherwise to and from the Grantee's lands over, under and through the portion of the Easement Area located within Lot 32.

6. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged), and the covenants and agreements herein contained, the Grantor, as the owner of Lot 33, DL 530, Plan KAP ~~79399~~ ("Lot 33"), doth hereby grant, convey and confirm unto the Grantee, as the owner of DL 530, Lots 1-32, 34-35, DL 530, Plan KAP ~~79399~~ and Lots 39-65, Plan KAP78483, its heirs and assigns an easement for the purposes of the Grantee, its employees, agents, invitees, contractors and workmen having access, ingress and egress, by foot, motor vehicle or otherwise to and from the Grantee's lands over, under and through the portion of the Easement Area located within Lot 33.
7. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged), and the covenants and agreements herein contained, the Grantor, as the owner of Lot 34, DL 530, Plan KAP ~~79399~~ ("Lot 34"), doth hereby grant, convey and confirm unto the Grantee, as the owner of DL 530, Lots 1-33, 35, DL 530, Plan KAP ~~79399~~ and Lots 39-65, Plan KAP78483, its heirs and assigns an easement for the purposes of the Grantee, its employees, agents, invitees, contractors and workmen having access, ingress and egress, by foot, motor vehicle or otherwise to and from the Grantee's lands over, under and through the portion of the Easement Area located within Lot 34.
8. The Grantee covenants and agrees with the Grantor that it will construct, lay down, maintain and repair the Road as may be reasonable and proper in the circumstances. The Grantee further covenants and agrees with the Grantor that it will at all times keep the Road in a proper state of repair.
9. The Grantor hereby covenants with the Grantee that the Grantor will not make, place, erect or maintain on the Easement Area any building, structure, foundation or obstruction which will interfere with the Road and access thereover.
10. The covenants herein contained shall be covenants running with the lands and shall be perpetual and the easement hereby granted shall be perpetual, and shall be over, under and through the Servient Tenement for the benefit of the Dominant Tenement.
11. The Grantor will, if so requested by the Grantee, execute such further and other documents of title in respect to the said easement hereby granted as may reasonably be requisite.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the Form C attached hereto.

END OF DOCUMENT

Land Title Act
FORM 11(a)

(Section 99(1)(e), (j) and (k))

**APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

I, CHRISTINE GREGORY, Legal Secretary, of 300-180 Seymour Street, Kamloops, BC V2C 2E3 apply, on behalf of ~~NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)~~ SEE SCHEDULE of #106-1121 McFarlane Way, Merritt, BC V1K 1B9 apply to deposit reference/explanatory plan of Part of Lots 4 and 30 to 34 Plan KAP 79399 DL 530 and Part of DL 530 KDYD

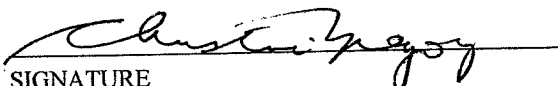
I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$ 54⁰⁰

ASSIGNED PLAN NO.

KAP 79525

DATED this 20th day of October, 2005.


SIGNATURE

- NOTE:** (i) Under section 67(s) the following reproductions of the plan must accompany this application:
- (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
- (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the *Ministry of Lands, Parks and Housing* agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot [number] created by this plan.

B.C.L.S. or solicitor for the owner"

SCHEDULE

~~Page 4~~

6. **TRANSFeree(S):** (Including occupation(s), postal address(es) and postal code(s))

Page 5.

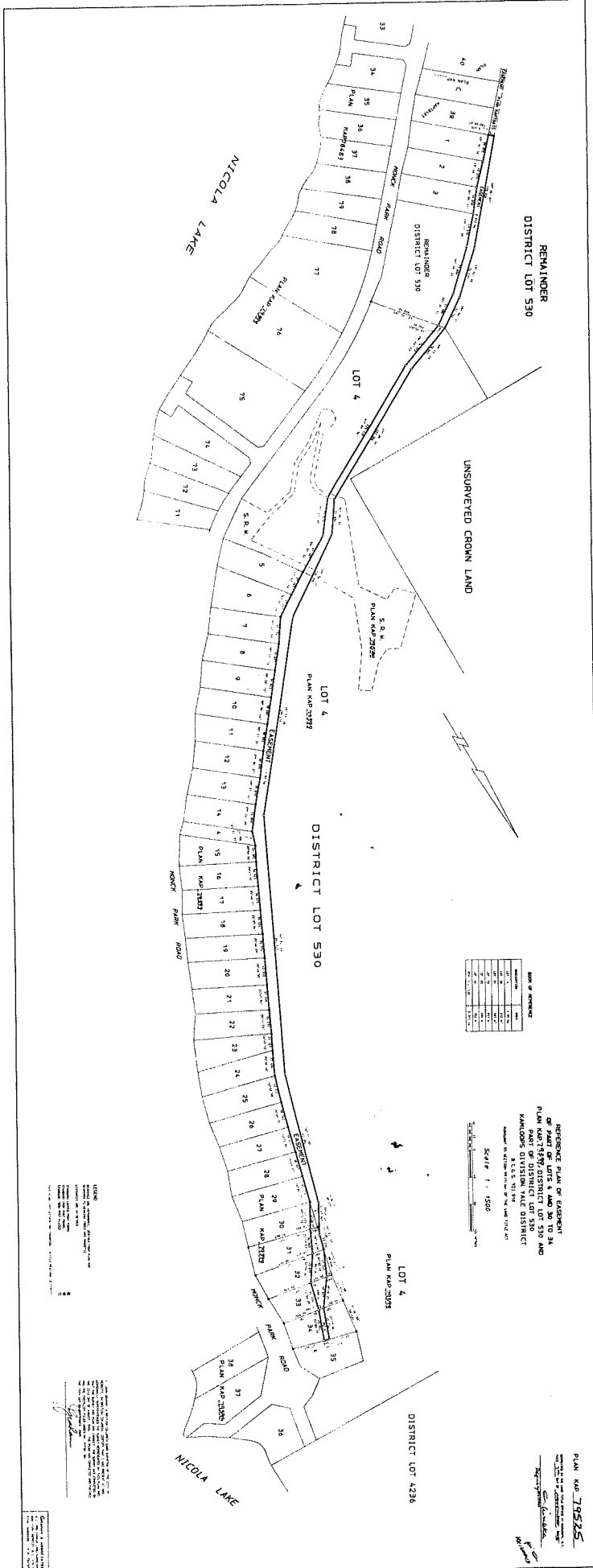


TABLE OF REFERENCE

SECTION	PLAN NO.	DATE
1	2192	1952
2	2193	1952
3	2194	1952
4	2195	1952
5	2196	1952
6	2197	1952
7	2198	1952
8	2199	1952
9	2200	1952
10	2201	1952
11	2202	1952
12	2203	1952
13	2204	1952
14	2205	1952
15	2206	1952
16	2207	1952
17	2208	1952
18	2209	1952
19	2210	1952
20	2211	1952
21	2212	1952
22	2213	1952
23	2214	1952
24	2215	1952
25	2216	1952
26	2217	1952
27	2218	1952
28	2219	1952
29	2220	1952
30	2221	1952
31	2222	1952
32	2223	1952
33	2224	1952
34	2225	1952

REFERENCE PLAN OF EASTERN
 OF PART OF LOTS 6 AND 20 TO 34
 PLAN NO. 2192 AND 2193 AND
 PLAN NO. 2194
 KAMLOOPS DIVISION TALE DISTRICT
 SIGNED BY THE SURVEYOR OF THE LAND TITLE
 SCALE 1" = 500'

LOT 4
 PLAN NO. 2192

DISTRICT LOT 4236

PLAN NO. 2192/25
 SURVEYOR
 KAMLOOPS DIVISION TALE DISTRICT

LEGEND
 BOUNDARY OF DISTRICT LOT 530
 BOUNDARY OF DISTRICT LOT 4236
 BOUNDARY OF LOT 4
 BOUNDARY OF LOT 5
 BOUNDARY OF LOT 6
 BOUNDARY OF LOT 7
 BOUNDARY OF LOT 8
 BOUNDARY OF LOT 9
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 BOUNDARY OF LOT 33
 BOUNDARY OF LOT 34

NOTES
 1. THE BOUNDARY OF DISTRICT LOT 530 IS SHOWN BY A DASHED LINE.
 2. THE BOUNDARY OF DISTRICT LOT 4236 IS SHOWN BY A DOTTED LINE.
 3. THE BOUNDARY OF LOT 4 IS SHOWN BY A SOLID LINE.
 4. THE BOUNDARY OF LOT 5 IS SHOWN BY A SOLID LINE.
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 33. THE BOUNDARY OF LOT 34 IS SHOWN BY A SOLID LINE.

DATE: 1952